

REMARKS

This Amendment is in response to the final Office Action mailed on March 5, 2009. Claims 1, 3, 26 and 35 are amended. Claim 1 is amended to include language from claims 2 and 18 and is further supported, for example, on page 4, lines 11-17 and in Figure 5. Claim 3 is amended to depend from claim 1. Claim 26 is amended to include language from claims 30 and 34 and is further supported, for example, on page 4, lines 11-17 and in Figure 5. Claim 35 is amended to include language from claim 36 and is further supported, for example, on page 4, lines 11-17 and in Figure 5. Claims 2, 18, 30, 34 and 36 are cancelled without prejudice or disclaimer. Claims 37-40 are new. Claims 37-39 are supported, for example, in Figure 5. Claim 40 is supported, for example, on page 5, lines 1-3 and on page 8, lines 27-28. No new matter is added. Claims 1, 3, 4, 8, and 22-29, 31-33, 35 and 37-40 are pending.

§103 Rejections:

Claims 1-4, 8, 18 and 22-36 are rejected as being unpatentable over Lazerson (US Patent No. 7,366,694) in view of Stanfield (US Publication No. 2008/0133278). This rejection is traversed.

Claim 1 is directed to a method of preserving an individual's access to credit by means of a service organization that recites, inter alia, on a periodic basis, obtaining authorization from the individual to contact and obtain dynamic credit information from a credit reporting bureau, and contacting the credit reporting bureau and obtaining dynamic credit information. Claim 1 also recites, on a periodic basis, deriving debt data for a credit card debt category and for each of a plurality of other debt categories from dynamic credit information obtained from a credit reporting bureau, the debt data to be used in determining an amount necessary to provide coverage for aggregated insurance benefits. Claim 1 further recites, on a periodic basis, presenting information to the individual which classifies the debt data for the credit card debt category and for each of the plurality of other debt categories, and allowing the individual to select among the credit card debt category and the plurality of other debt categories for which the individual will obtain the aggregated insurance benefits.

The combination of Lazerson and Stanfield does not teach or suggest these features. First, nowhere does Lazerson or Stanfield teach or suggest, obtaining authorization from the individual to contact and obtain dynamic credit information from a credit reporting bureau. Neither Lazerson nor Stanfield suggests obtaining authorization from an individual to contact and obtain dynamic credit information from a credit reporting bureau. Lazerson only teaches receiving credit and financial information from the borrower – not a credit reporting bureau (see column 2, lines 50-51 of Lazerson). Also, Lazerson merely teaches requiring authorization from an individual to share credit information to financial institutions and not to, contact and obtain credit information from a credit reporting bureau, as recited in claim 1 (see column 2, lines 4-14 of Lazerson). Moreover, Stanfield is silent as to obtaining authorization from the individual to contact and obtain dynamic credit information from a credit reporting bureau.

Second, nowhere does Lazerson or Stanfield teach or suggest, on a periodic basis, contacting the credit reporting bureau and obtaining dynamic credit information. The rejection relies on column 7, lines 38-63 of Lazerson for teaching accessing credit information of an individual from a credit reporting bureau and deriving debt data from the credit information. However, this portion of Lazerson merely states that “within this mortgage credit granting system, there is opportunity for providing future reminders or information on the borrowers’ credit report and credit scores”. Lazerson does not teach from where the information on the borrowers’ credit report and credit scores are obtained. In fact, as stated above, Lazerson only teaches receiving credit and financial information from the borrower – not a credit reporting bureau (see column 2, lines 50-51 of Lazerson), and coordinating among creditors and major credit bureaus to correctly portray outstanding balances, public records items, tax liens, judgments, etc. (see column 4, lines 23-29).

Stanfield does not overcome these deficiencies of Stanfield. Stanfield teaches that credit information is obtained from databases 20a-20c that represent information from credit bureaus, but does not teach or suggest how the credit information is obtained from the credit bureau (see paragraph [0027] of Stanfield). Thus, Stanfield does not teach or suggest contacting a credit reporting bureau, as recited in claim 1.

Third, nowhere does Lazerson or Stanfield teach or suggest deriving debt data for a credit card debt category and for each of a plurality of other debt categories from dynamic credit information obtained from a credit reporting bureau, the debt data to be used in determining an amount necessary to provide coverage for aggregated insurance benefits. Lazerson is merely directed to a credit/financing process that allows a borrower to anonymously obtain and/or evaluate desired financial services from different lenders (see the Abstract and column 2, line 35-column 4, line 65 of Lazerson). Thus, Lazerson is not directed to a process for obtaining aggregated insurance benefits and is therefore not interested in deriving debt data for a credit card debt category and for each of a plurality of other debt categories to be used in determining an amount necessary to provide coverage for aggregated insurance benefits.

Stanfield also does not teach or suggest deriving debt data for a credit card debt category and for each of a plurality of other debt categories from dynamic credit information obtained from a credit reporting bureau, the debt data to be used in determining an amount necessary to provide coverage for aggregated insurance benefits. In contrast, Stanfield is only interested in obtaining data regarding balances for a plurality of different credit cards. In contrast, claim 1 is directed at deriving debt data not only for a credit card debt category, but also for each of a plurality of other debt categories. Nowhere does Stanfield contemplate deriving debt data for a credit card debt category and a plurality of other debt categories, as required by claim 1.

Fourth, nowhere does Lazerson or Stanfield teach or suggest presenting information to the individual which classifies the debt data for the credit card debt category and for each of the plurality of other debt categories, and allowing the individual to select among the credit card debt category and the plurality of other debt categories for which the individual will obtain the aggregated insurance benefits.

As discussed above, Lazerson is merely directed to a credit/financing process that allows a borrower to anonymously obtain and/or evaluate desired financial services from different lenders and does not contemplate the above features of claim 1. Also, as Stanfield does not contemplate deriving debt data for a credit card debt category and a plurality of other debt categories, Stanfield also cannot contemplate presenting information to the individual which classifies the debt data for the credit card debt

category and for each of the plurality of other debt categories. Further, nowhere does Stanfield teach or suggest allowing the individual to select among the credit card debt category and the plurality of other debt categories for which the individual will obtain the aggregated insurance benefits. Stanfield merely teaches a method that determines when the individual has added or deleted credit cards and obtains credit information and determines insurance premiums for all of the existing credit cards. In contrast, claim 1 allows the individual to select among the credit card debt category and the plurality of other debt categories for which the individual will obtain the aggregated insurance benefits. For at least these reasons claim 1 is not suggested by the combination of Lazerson and Stanfield and should be allowed. Claims 3, 4, 8, 22-25, 37, 40 and 41 depend from claim 1 and should be allowed for at least the same reasons.

With respect to claim 23, nowhere does the combination of Lazerson and Stanfield teach or suggest entering a database including one or more insurance companies that provide the insurance coverage benefits, the database further including the specific premiums that the one or more insurance companies charge for issuing their aggregated insurance benefits. Neither Lazerson nor Stanfield teaches or suggests these features. For at least these reasons claim 23 should be allowed.

Claims 26 and 35 are rejected for the same reasons as claim 1. Thus, for at least the same reasons discussed above with respect to claim 1, nowhere does the combination of Lazerson and Stanfield teach or suggest the similar features of claims 26 and 35. Claims 27-29, 31-33 and 38 depend from claim 26 and should be allowed for at least the same reasons. Also, claim 39 depends from claim 35 and should be allowed for at least the same reasons.

New Claims 37-40:

In order to expedite the prosecution of this matter the following is noted with respect to claims 37-40.

With respect to claims 37-39, nowhere does the combination of Lazerson and Stanfield teach or suggest a plurality of other debt categories include a mortgage loan debt category and/or an auto loan debt category. As discussed above, Lazerson is merely

directed to a credit/financing process that allows a borrower to anonymously obtain and/or evaluate desired financial services from different lenders and thus does not contemplate any type of debt categories. While Stanfield teaches providing an insurance policy for covering multiple credit cards, Stanfield does not contemplate other types of debts and therefore does not teach or suggest a plurality of other debt categories that include a mortgage loan debt category and/or an auto loan debt category. For at least these reasons claims 37-39 should be allowed.

With respect to claim 40, nowhere does the combination of Lazerson and Stanfield teach or suggest that the specific insurance company selected to provide coverage for the aggregated insurance benefits is selected based on the state where the individual lives. Neither Lazerson nor Stanfield teaches or suggests these features. For at least these reasons claim 40 should be allowed.

Conclusion:

Applicants respectfully assert that claims 1, 3, 4, 8, and 22-29, 31-33, 35 and 37-40 are in condition for allowance. If a telephone conference would be helpful in resolving any issues concerning this communication, please contact Applicants' primary attorney-of record, James A. Larson (Reg. No. 40,443), at (612) 455-3805.

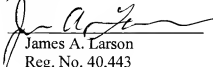


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